

**Memorandum of Understanding
Between
Shelby County Government
And
The Healing Arts Research Training Center, LLC**

This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into by and between Shelby County Government on behalf of the Division of Corrections (COUNTY or SCDC) 1045 Mullins Station Road, Memphis TN 38134 and The Healing Arts Research and Training Center, LLC (HART) 1384 Madison Avenue, Memphis TN 38104 on this ____day of _____ 2009.

WITNESSETH

WHEREAS, The COUNTY, by and through the Shelby County Division of Corrections ("SCDC"), operates a facility for incarcerating individuals convicted of crimes by the courts of Shelby County, Tennessee ;and

WHEREAS, A significant number of these individuals have alcohol and/or drug dependency issues that are direct or indirect reasons for their criminal activities; and

WHEREAS, Future criminal activities could be reduced or eliminated through treatment of the underlying dependency; and

WHEREAS, The Healing Arts Research Training Center, LLC (HART) has a grant from the State that provides for treatment of individuals, including those incarcerated; and

WHEREAS, HART has approached the SCDC and desires to provide treatment and recovery support services for qualifying inmates at the SCDC; and

WHEREAS, The parties are desirous of entering into a Memorandum of Understanding (MOU) setting forth the conditions under which the GRANTOR will provide services for the benefit of inmates; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intended to be legally bound hereby, agree as follows:

PURPOSE

The purpose of the MOU is to facilitate treatment and recovery support services to individuals eligible for treatment and incarcerated at the SCDC.

THE HART CENTER

- The HART Center staff will provide treatment and recovery support services. Clients being served will be adults with alcohol and/or drug abuse problems. Intensive Out-Patient Treatment (IOP) services will be provided. Services will include, but are not limited to:
 1. Alcohol and Drug treatment 11:00 am – 2:00 pm on Wednesday, Thursday and Fridays
 2. Co-Occurring Treatment Services
 3. Recovery Support Services
 4. Case Management (as needed but limited to staff availability)
- The following services of the HART Center shall not be provided to any eligible inmates approved by SCDC until (post release) after such inmates have completed their incarceration at SCDC:
 1. Acupuncture Detoxification and/or Massage Therapy Services
 2. Random Urine Drug Screens
- Release of information and all HIPPA documents will be obtained from each participant by HART with originals retained by HART and copies provided to SCDC as requested.
- The HART Center will not provide medical services of any kind to inmate participants. All medical procedures are provided under the direction of the county's contracted inmate medical provider, presently Correct Care Solutions (CCS), pursuant to its agreement with Shelby County.
- Clients from the SCDC shall not participate in groups or other services with non SCDC clients. All communications written by The HART Center for treatment or legal purposes on behalf of participant inmates shall be forwarded solely to SCDC for approval and distribution. Any statements, verbal or written, or any physical threats (including any attempts or plans to escape or attempts or violations of any Class A or B infractions) made by participant inmates that may present potential harm to anyone including the participating inmates, SCDC, or HART Center staff shall be reported immediately to SCDC directly and/or through its representatives. Any such information regarding behavior is accessible by SCDC for said purpose of maintaining safety and security.

CORRECTIONS

- SCDC will develop and enforce the standard criteria for inmate eligibility to participate in this program to include the requisite number of inmates who:
 - ❖ are adult male or female,

- ❖ are within 120 days of expiration of their current sentence,
 - ❖ have voluntarily enrolled in Moral Reconnection Therapy (MRT), a 12 step program, and/or
 - ❖ are actively participating in an alcohol and/or drug treatment program at SCDC
 - ❖ have successfully passed a TB skin screen within the last twelve (12) months
 - ❖ either:
 - have not had any disciplinary infractions within the last six (6) months or
 - who have not had any Class A or Class B disciplinary infractions within the last forty-five (45) days at the discretion of the SCDC Coordinator
- The SCDC reserves the right to change the eligibility criteria as deemed necessary.
 - The SCDC will provide transportation services for participants and a trained custody staff person who will remain present (either inside or outside the room where sessions are conducted as needs and clinical practice dictate).

GENERAL TERMS

- This MOU is effective upon execution until HART no longer has available funding from it's current grant or any other funding source acquired by the HART unless SCDC Administration or HART deems it necessary to discontinue the agreement.
- Inmate group size will not exceed twelve (12) individuals at any one time and will not be co-ed. Clients approved to attend the HART program will receive services through an assessment and other required admission paperwork.
- For clinical and administrative purposes group size will be 12 or as close to 12 as possible. To achieve this goal more than 12 clients may be enrolled in the IOP program and it will be exclusively at the discretion of SCDC to determine which clients will be attending on the above days and times.
- All interviews, news stories, releases of information or pictures about the IOP program shall be subject to the County's advance approval. A release approved by the County must be obtained and forwarded to the County on any inmate to be included in any picture or video taken or interview conducted by other than HART staff relative to HART activities.

INSURANCE REQUIREMENTS

The HART Center/provider shall maintain coverage with limits of no less than:

- 1) Commercial General Liability Insurance \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees and employees shall be named as additional insured's. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground coverage, if applicable
 - c) Products/Completed Operations
 - d) Contractual Liability
 - e) Independent Contractors
 - f) Personal Injury
- 2) Business Automobile Liability Insurance - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) Workers Compensation and Employers' Liability Insurance - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Consultant/provider waives its right of subrogation against Shelby County for any workers' compensation claims.
- 4) Professional Liability Insurance – Minimum limits of \$1,000,000 per claim/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence or claims-made basis.

Coverage above is to include all employees of The HART Center and any individuals contracted by The HART Center to provide services under this agreement. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided. Ten days' notice must be provided for non-payment of premium.

NOTICE

All notices regarding this agreement shall be sent to:

➤ **The Hart Center**

The Healing Arts Research Training Center, LLC
Attn: Keith Henderson, Chief Executive Officer
1384 Madison Avenue
Memphis, TN

➤ **The County**

Shelby County Division of Corrections
Attn: Andrew Taber, Director
1045 Mullins Station Road
Memphis, TN 38134

With Copy To

Shelby County Contracts Administration
160 N. Main, Ste 550
Memphis, TN 38103

This MOU constitutes the entire agreement and cannot be amended except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2009.

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

AC WHARTON, JR., MAYOR

The Healing Arts Research Training Center, LLC

Keith Henderson, LCSW
Chief Executive Officer